

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

CITIZENS ASSET FINANCE, INC.,

Plaintiff,

-against-

JUSTICE AVIATION, LLC, JAMES C.  
JUSTICE, II and JAMES C. JUSTICE  
COMPANIES, INC.,

Defendants.

JUSTICE AVIATION, LLC,

Counterclaim  
Plaintiff,

-against-

CITIZENS ASSET FINANCE, INC.,

Counterclaim  
Defendant.

NOV 01 2018

Case No. 1:17-cv-07115

**FINAL CONSENT JUDGMENT**

The parties to this Action are or were plaintiff/counterclaim defendant Citizens Asset Finance, Inc. (“Citizens Asset Finance”), defendant/counterclaim plaintiff Justice Aviation LLC (“Justice Aviation”) and defendants James C. Justice, II (“James Justice”) and James C. Justice Companies, Inc. (“JJC,” collectively with Justice Aviation and James Justice, the “Defendants”).

As evidenced by the signatures below, the remaining parties consent to the form and entry of this Final Consent Judgment (the “Consent Judgment”) and its provisions without trial or further adjudication of any issue of fact or law.

**PRELIMINARY STATEMENT**

Citizens Asset Finance commenced this action by filing a complaint (Docket No. 1) on September 19, 2017, which it amended on September 21, 2017 (Docket No. 15). Citizens Asset Finance alleged that: 1) Justice Aviation had breached certain specified loan documents (Count I); 2) that James Justice had breached an individual guaranty of Justice Aviation's obligations (Count II); and 3) that Citizens Asset Finance was entitled to foreclose on certain specified collateral held by Justice Aviation and/or JJC (Count III).

On November 10, 2017, Justice Aviation, asserted a counterclaim against Citizens Asset Finance in the Answer of All Defendants and the Counterclaim of Justice Aviation LLC (Docket No. 30), alleging that it had suffered damages in the amount of \$100,000.00 as a result of an alleged breach by Citizens Asset Finance of the implied duty of good faith and fair dealing.

On May 21, 2018, Citizens Asset Finance moved for summary judgment on Counts I and II of the Amended Complaint and seeking dismissal of the Counterclaim of Justice Aviation LLC.

On June 20, 2018, the Court awarded Citizens Asset Finance summary judgment: 1) as to liability on Count I (against Justice Aviation) and Count II (against James Justice); and 2) in the amount of \$2,438.015.16 on Count II (against James Justice) (Docket No. 59). As of the date of submission of this Consent Judgment, the Court had not affixed an amount to its award of summary judgment on liability in favor of Citizens Asset Finance on Count I (against Justice Aviation), as it continued to deliberate on that portion of Citizens Asset Finance's motion for summary judgment seeking dismissal of Justice Aviation LLC's counterclaim in the amount of \$100,000.00.

By concurrently-filed Stipulation, Citizens Asset Finance and the Defendants have agreed to the dismissal with prejudice of: 1) Count III of the Amended Complaint (and, consequently, of JJC, against whom no other claims were asserted); and 2) the Counterclaim of Justice Aviation LLC. Accordingly, only Counts I and II of the Amended Complaint, on which the Court has

already awarded Citizens Asset Finance summary judgment on liability, remain before the Court.

The Court has reviewed the terms of this Consent Judgment and based upon the Parties' agreement and for good cause shown:

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

**JURISDICTION**

The parties hereto (the "Parties") admit jurisdiction of this Court over the subject matter and over such parties for the purpose of entering into this Consent Judgment. The Court retains jurisdiction for the purpose of enabling the Parties to apply to the Court at any time for such further orders and relief as may be necessary for the construction, modification, enforcement, execution or satisfaction of this Consent Judgment.

**VENUE**

Venue as to all matters between the Parties hereto relating to or arising out of this Consent Judgment shall lie exclusively in this Court.

**EFFECTIVE DATE**

This Consent Judgment shall be effective on the date that it is entered by the Court ("Effective Date").

**JUDGMENT**

JUDGMENT is hereby entered in favor of Citizens Asset Finance and against Justice Aviation (on Count I of the Amended Complaint) and against defendant James C. Justice, II (on Count II of the Amended Complaint), in the amount of \$2,550,000.00, inclusive of attorneys' fees and costs through <sup>November</sup> September 1, 2018, plus 1) post-judgment interest at the statutory rate and, 2) any attorneys' fees and costs incurred by Citizens Asset Finance in connection with enforcing its rights and remedies under this Consent Judgment.

IT IS FURTHER ORDERED that the United States Marshal is instructed, ordered, and empowered to enforce this Consent Judgment upon the request of Citizens Asset Finance.

**GENERAL PROVISIONS**

This Consent Judgment is entered into by the Parties as their own free and voluntary act and with full knowledge and understanding of the obligations and duties imposed by this Consent Judgment.

This Consent Judgment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without regard to any applicable choice of law or conflicts rules.

The Parties have negotiated, jointly drafted and fully reviewed the terms of this Consent Judgment and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction or interpretation of this Consent Judgment.

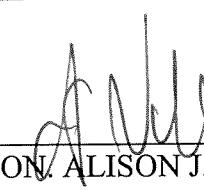
If any portion of this Consent Judgment is held invalid or unenforceable by operation of law, the remaining terms of this Consent Judgment shall not be affected.

This Consent Judgment shall be binding upon the Parties and their successors in interest.

The Parties represent and warrant that their signatories to this Consent Judgment have authority to act for and bind the respective Parties.

This Consent Judgment shall not be subject to appeal.

**IT IS ON THE 1<sup>st</sup> DAY OF November 2018 SO ORDERED, ADJUDGED AND  
DECREED.**

  
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HON. ALISON J. NATHAN, U.S.D.J.

JOINTLY APPROVED AND  
SUBMITTED FOR ENTRY:

THE ZIELKE LAW FIRM

VEDDER PRICE P.C.

By: /s/ John H. Dwyer, Jr.

Laurence J. Zielke  
(admitted pro hac vice)  
lzielke@zielkefirm.com  
John H. Dwyer, Jr.  
(admitted pro hac vice)  
jdwyer@zielkefirm.com  
462 South 4th Street, Suite 1250  
Louisville, Kentucky 40202  
T: +1 502 589 4600  
F: +1 502 554 0422

*Attorneys for Defendant/Counterclaim  
Plaintiff Justice Aviation, LLC and  
Defendants James C. Justice, II and  
James C. Justice Companies, Inc.*

By: /s/ Daniel C. Green

Daniel C. Green  
dgreen@vedderprice.com  
1633 Broadway, 31st Floor  
New York, New York 10019  
T: +1 212 407 7700  
F: +1 212 407 7799

Douglas J. Lipke  
(admitted *pro hac vice*)  
dlipke@vedderprice.com

William W. Thorsness  
(admitted *pro hac vice*)  
wthorsness@vedderprice.com  
222 North LaSalle Street, Suite 2600  
Chicago, Illinois 60601  
T: +1 312 609 7500  
F: +1 312 609 5005

*Attorneys for Plaintiff/Counterclaim  
Defendant Citizens Asset Finance, Inc.*